

The Owner's Handbook

A Guide to the **Housing Choice Voucher Program**
for Owners and Property Managers



Housing Authority of the County of Berks

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Chapter 1: Introduction

The Housing Choice Voucher Program

This handbook has been prepared in appreciation of your interest in participating in the Berks County Housing Authority (BCHA) Housing Choice Voucher Program, formerly known as Section 8.

The U.S. Department of Housing and Urban Development (HUD) determines the rules and regulations for the Housing Choice Voucher (or HCV) program. If you are a rental property owner or manager, this handbook will assist you in understanding how the program works.

The success of the program depends on the local public housing agency (in this case, the BCHA) being able to contract with property managers and owners who have decent, safe, and sanitary rental units. Many low-income families in your community rely on owners like you who are willing to participate in the program.

In most communities, there is a shortage of decent and affordable housing. The subsidy that comes with the HCV program helps families to rent in many different neighborhoods. Participant families include elderly persons, persons with disabilities, and working families who do not earn enough to keep pace with rising rental housing costs.

We currently work with many landlords and property management companies and would like the opportunity to discuss our program with you in the hope that you will join our efforts. The BCHA would like to assist you in keeping a high occupancy rate and provide a pathway to success for both property owners and our participant families.

The BCHA Service Commitment

As a public service agency, the BCHA's goal is to provide excellent service to the families and owners participating in the HCV program. The BCHA will make every effort to inform you of the program rules and to advise you of how these rules affect you. Since federal regulations are often complex, it is very important to ask questions if you are not sure of something.

Do not hesitate to contact a BCHA representative if you have a question or problem that pertains to one of the housing programs.

Getting in Touch with You

Since the BCHA may need to contact you from time to time, be sure we have a daytime phone number where you can be reached. After the initial lease-up period, most of your contact with us will be by first-class mail.

Your cooperation is essential to us being able to serve you and any family you may select as a renter.

Chapter 2: General Program Information

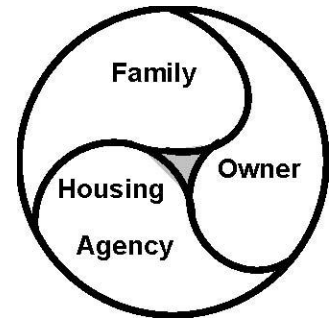
Responsibilities within the HCV Program

The Housing Choice Voucher Program is a three-way partnership among the BCHA, the tenant, and the owner or landlord of the housing unit (you).

Housing Agency's Job

In order for the program to work, the BCHA must do the following:

- Review all applications to determine whether an applicant is eligible for the program.
- Explain all rules of the program to all families who qualify.
- Issue a Housing Choice Voucher and, if necessary, assist the family in finding a place to live.
- Approve the unit, the owner, and the tenancy.
- Issue notice of intent to contract.
- Make housing assistance payments to the owner in a timely manner.
- Ensure that both the family and the unit continue to qualify under the program.
- Ensure that owners and families comply with the program rules.
- Provide families and owners with prompt, professional service.



Owner's Job

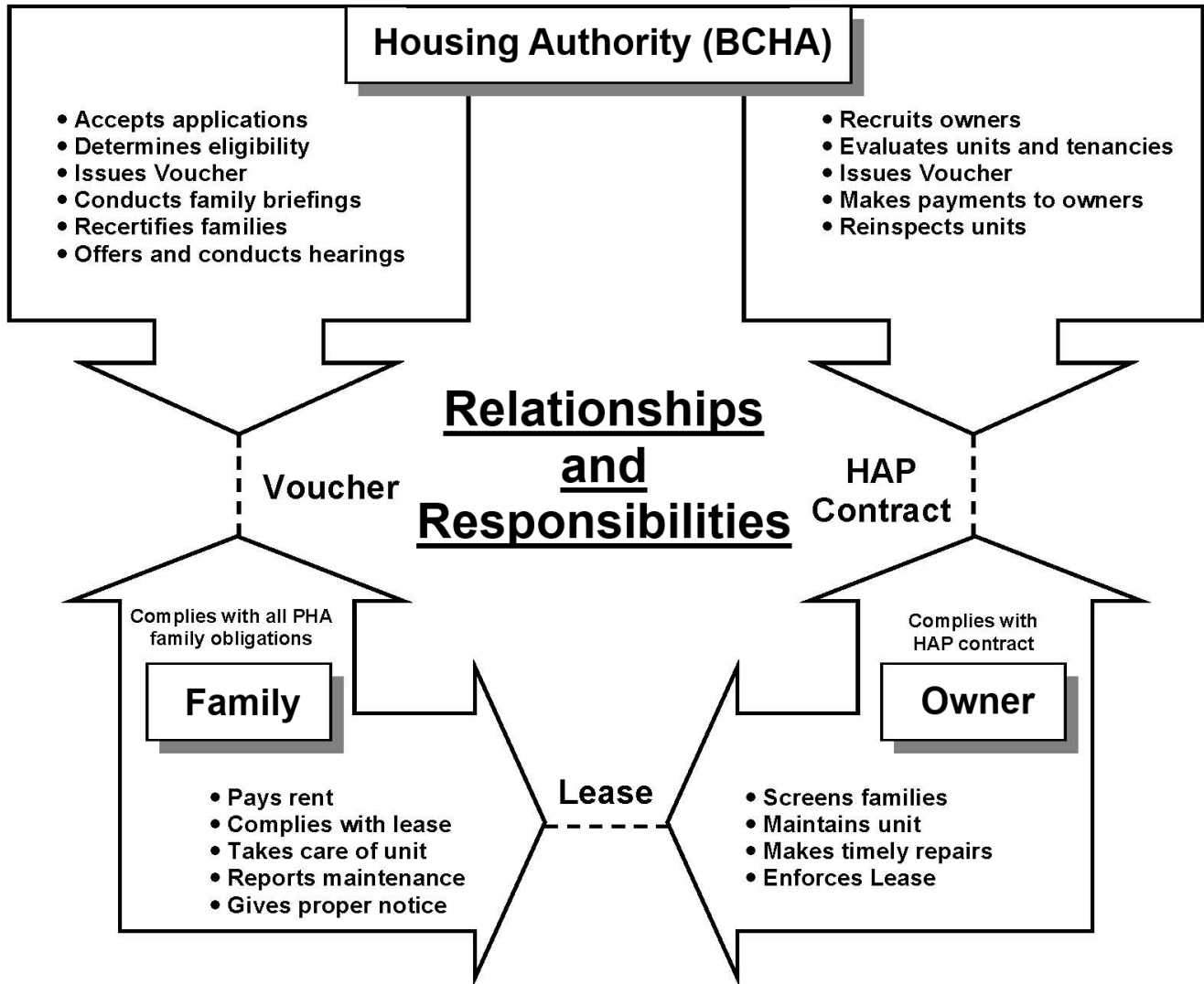
In order for the program to work, the owner has a right or a responsibility to:

- Screen families who apply to determine if they will be good renters. The BCHA can supply you with the current and previous address and landlord information, but it is your responsibility to screen the family for suitability the same way you would any unassisted family.
- Consider a family's background regarding factors such as:
 - Paying rent and utility bills.
 - Caring for property
 - Respecting the rights of others to peaceful enjoyment of their residences
 - Engaging in drug-related criminal activity or other criminal activity that is a threat to life, safety, or the property of others.
 - Comply with fair housing laws and discriminate against no one.
- Maintain the housing unit by making necessary repairs in a timely manner.
- Comply with the terms of the Housing Assistance Payments (HAP) contract with the BCHA.
- Collect the rent due by the tenant and otherwise enforce the lease.

Family's Job

In order for the program to work, the family must do the following:

- Provide the BCHA with complete and accurate information.
- Make their best effort to find a place to live that is suitable for them and qualifies for the program.
- Cooperate in attending all appointments scheduled by the BCHA.
- Take responsibility for the care of their housing unit.
- Comply with the terms of their lease with the owner.
- Comply with the family obligations of their voucher.



Chapter 3: Becoming a Participating Landlord

From A Family's Perspective

After a family has been selected from the waiting list, several steps must be completed before a family can receive rental assistance.

Step 1: BCHA determines family's final eligibility

The family is selected from the waiting list, and income and household composition are reviewed for final eligibility.

Step 2: Voucher Issued

When a family is determined to be eligible for the program and funding is available, the BCHA issues them a Housing Choice Voucher. The family receives the voucher at a briefing appointment, where they learn the rules and regulations of the program.

Step 3: Family decides where to live

A family must locate a housing unit that meets the program rules – this may be where they live right now, or may be a totally different unit. The unit must be located in the BCHA's jurisdiction, which is Berks County, Pennsylvania, **outside the city of Reading**. The HCV program in the city of Reading is administered by the Reading Housing Authority.

The BCHA can help in advertising or marketing available units, but the primary responsibility for finding a suitable unit rests with the family. A family has 60 days to locate a suitable unit, which may be extended for another 60 days depending on the BCHA's policies.

Step 4: Owner approves family

Even though a family is determined by the BCHA to be eligible for the program, the owner must approve the family as a suitable renter by completing a Request for Tenancy Approval form. This form must be returned to the BCHA by either the owner or the family.

Step 5: BCHA approves lease and unit

After a family finds a suitable housing unit and the owner approves the family, the BCHA needs to determine if the unit qualifies for the HCV Program. This includes a Housing Quality Standards (HQS) inspection.

Step 6: Contract and Lease signed

If the lease and unit are satisfactory, the BCHA will enter into a Housing Assistance Payments (HAP) contract with the owner, and the family will enter into a lease with the owner.

Step 7: Housing Assistance Payments made

After the HAP contract and lease are signed, the BCHA makes the initial HAP payment and continues to make monthly payments to the owner as long as the family continues to meet eligibility criteria and the housing unit qualifies under the program.

Steps for Interested Owners

If you have one or more rental units and are interested in the program, you may call us at (610) 370-0822 at any time during business hours (Monday-Friday, 8:30 AM-3:30 PM). We can send you further information about the program and may offer to schedule an owner orientation for you.

If you decide to participate in the program, be prepared to furnish proof of legal ownership of any unit(s) that you offer under the program. This is one of HUD's requirements for the program.

In addition, the unit(s) must be located in the BCHA's jurisdiction, which is Berks County, **outside the city of Reading**. The HCV program in the city of Reading is administered by the Reading Housing Authority.

Step 1: Tenant Found

A prospective tenant may come to you with a voucher in hand, or you can list your available unit with the BCHA or any local newspaper. If you wish, the BCHA will give your name and general information about your rental unit(s) to families who have been issued a voucher. Any interested families will then contact you for an appointment to see your housing unit(s).

It is illegal for us to steer families towards specific owners or rental units. However, we will furnish families with information provided to us about any available units. When you first see an HCV family, they will already have been issued a voucher.

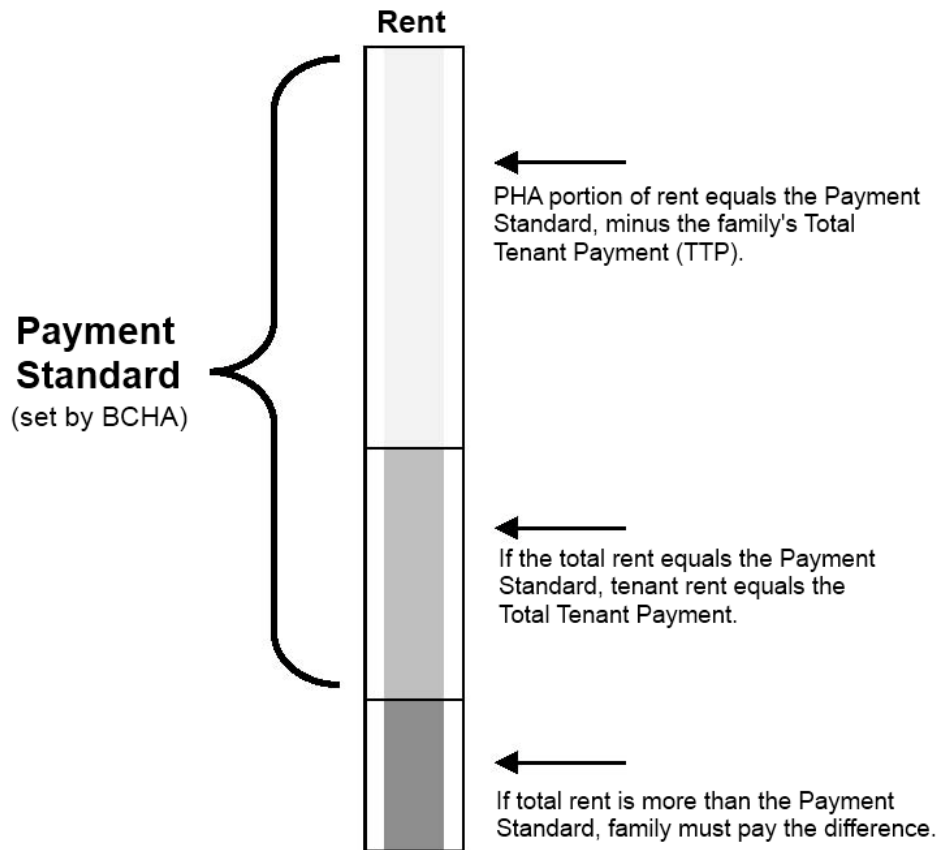
Payment Standard

In the Housing Choice Voucher Program, the maximum amount the BCHA will pay is an amount equal to the *payment standard* minus the *total tenant payment*.

The payment standard:

- Is established by the BCHA, but must be set at an amount that is between 90% and 110% of the HUD-established fair market rent (FMR) for the program and the area.
- Is based on the cost of housing and utilities for your area.
- Depends on the family composition and the bedroom size of the unit. For example, the payment standard is higher for families requiring 3-bedroom units than for families requiring 1-bedroom units.

Who Pays What in the HCV Program



Step 2: Tenant Approved by Owner

Even though a family is determined by the BCHA to be eligible for the program, the owner must approve the family as a suitable renter. We will know that the owner has approved the family when a Request for Tenancy Approval (RFT) form is submitted. You should use the same diligence in screening a potential HCV-assisted tenant as you would any other tenant. To start, ask to see his or her voucher.

Review the Voucher: Check the expiration date to determine whether the voucher is still valid. Vouchers expire 60 days after issuance unless they have been extended by the BCHA. Check the unit bedroom size for which the family has been approved; it will be stated on the voucher.

Screen the Family: When a prospective renter contacts you, evaluate him or her as you would any other renter. Make sure that your tenant selection standards are based on objective, business-related considerations, such as previous history of nonpayment, damage to property, or disturbance of neighbors.

Owners must apply the same standards of tenant selection to any family that applies, whether the family is an HCV participant or not. Tenant selection must not be based upon race, color, age, religion, sex, familial status, disability, or any other discriminatory factors.

The BCHA does not screen families for their suitability as renters. That is the job of the owner.

Security Deposits: The owner may collect a security deposit. Security deposits are the responsibility of the tenant and the BCHA will not assist in any way with their payment. The BCHA has the discretion to prohibit security deposits that are in excess of either private market practice or security deposits for the owner's unassisted units.

Step 3: Tenancy and Unit Approved by BCHA

After a family finds a suitable housing unit and the owner approves the family, the BCHA needs to determine if the unit qualifies for the HCV program. This includes a Housing Quality Standards (HQS) inspection. If the unit does not pass inspection, a reasonable time will be given to make the required repairs. HUD requires that any lease signed by an HCV tenant must include the HUD Tenancy Addendum. The BCHA must also approve the tenancy before the lease is signed.

Leasing Process

You must submit your own lease to the BCHA along with a Request for Tenancy Approval (RFT) form. The PHA may review the lease to make sure it does not contain any provision that conflicts with program rules or state law.

The lease must specify all of the following:

- Name of the owner
- Name of the tenant
- Unit rented (address, apartment number, and any other information needed to identify the unit)
- Term of the lease
 - Initial term
 - Provision for renewal terms
- Amount of the monthly rent to owner
- Utilities and appliances to be supplied by the owner
- Utilities and appliances to be supplied by the tenant

The lease should include the amount of the security deposit. Your lease should also address renewal terms, notice period for termination of tenancy, and rent increases after the initial term.

Request for Tenancy Approval

The family was given a Request for Tenancy Approval form at its tenant briefing. When you return the signed RFT to us, it will be reviewed to determine if the unit is the correct size and the proposed rent is approvable.

Tenancy Addendum

In addition to the RFT, you must submit your standard lease for unassisted tenants, with the HUD-required Tenancy Addendum attached to it.

Important Information about the Lease Agreement

- The lease agreement must comply with state and local law.
- The Housing Assistance Payments (HAP) contract between the BCHA and the owner begins on the first day of the term of the lease and ends on the last day.
- The initial term of the lease must be for at least one year unless the BCHA approves a shorter term. We may approve a shorter term if a shorter term would improve housing opportunities for the tenant, or if shorter terms are the prevailing market practice.

Inspection Process

On receipt and review of the Request for Tenancy Approval form, we will notify you and your tenant of the date and time of the HQS inspection. You or your representative should be there.

If the unit passes the initial inspection and the rent is reasonable, the BCHA will prepare the necessary paperwork, and tenant assistance will begin. If the unit does not pass the initial inspection, you will be given a reasonable time period to correct any items that failed.

Meeting Housing Quality Standards (HQS)

Before the BCHA can make payments to you on behalf of a tenant family, the unit must meet HUD's minimum Housing Quality Standards. These standards have been implemented by HUD nationwide to ensure that all assisted units meet minimum health and safety standards. You may obtain more detailed information from a BCHA representative about additional standards that may be required under local code.

- **Prepare the Unit for Inspection**
 - Review the information on Housing Quality Standards as you evaluate your rental unit.
 - Try to correct any HQS violations before the inspection. At the time of the inspection, the unit should be “move-in” ready. This will prevent delays in the beginning of the family’s rental assistance.
 - If the family is already in the unit, it is a good idea to go over the checklist with them to ensure that the unit will meet the minimum requirements.
- **Participate in the Inspection**
 - You and the family will receive written notification of the date and time of the unit inspection. Take advantage of this opportunity to meet the inspector and to discuss the various aspects of the inspection. It will help you to learn more about HQS so that you will know how best to prepare for other inspections.
 - Once you go through an inspection, you will know what the inspector is looking for. If you have ever had to have a housing inspection to get a mortgage, many of the items are similar.
- **Make Repairs Promptly**
 - If the housing unit does not pass the initial inspection, you will be notified in writing of any items that failed and given a reasonable time to make repairs. When the repairs are complete, the BCHA will reinspect the unit.
 - The BCHA will not make any payments until the unit passes inspection and the family has taken occupancy. If the family moves in before the unit has passed, they will be responsible for the full amount of the monthly rent.

Areas Inspected

Eight areas must be reviewed for HQS compliance:

- Living room
- Kitchen
- Bathroom
- Other rooms used for living and halls
- Secondary rooms (not used for living, such as a laundry room)
- Building exterior
- Heating and plumbing
- General health and safety

For more information about the specific requirements, contact the BCHA office. Additionally, you can find more information and copies of the inspection forms on HUD’s website at <http://hud.gov>.

Ratings

The Inspector will assign one of three ratings to every inspected item: Pass, Inconclusive, or Fail.

- *Pass* means the condition meets the minimum requirement and utility services are turned on.

- *Inconclusive* means that more information is needed for the inspector to make a determination. For example, if the electricity and gas are not in service on the date of inspection, the inspector will mark “inconclusive” until service is turned on and verified.
- *Fail* means that the condition does not meet the minimum requirement and must be brought up to the standard before the tenant can receive rental assistance on the unit. All fail items must be corrected and approved prior to the execution of the Housing Assistance Payments contract. Any single Fail item will also fail the entire inspection.

Most Common Fail Conditions

- Nonfunctional smoke detectors
- Missing or cracked electrical outlet cover plates
- No railings where required
- Peeling exterior and interior paint
- Tripping hazards caused by permanently installed floor coverings (carpets/vinyl)
- Cracked or broken windowpanes
- Inoperable stove burners or range hoods
- Missing burner control knobs
- Inoperable bathroom fans or no ventilation in bathroom
- Leaking faucets or plumbing
- No temperature/pressure-relief valve on water heaters.

Unit Rent Determinations

The BCHA will also evaluate the rent reasonableness of the housing unit. The proposed rent will be compared to the rent for other units on the market of similar size, features, and amenities.

Although there are no HUD “ceilings” on the rents charged in the HCV program, rents must still be reasonable and comparable to those charged for similar unassisted units. The BCHA bases the determination of reasonableness and comparability on the unit inspection report and rental market information.

BCHA Disapproval of Tenancies

If the family chooses a unit with a gross rent greater than the payment standard and their share exceeds 40% of their monthly-adjusted income, the BCHA is not permitted to approve tenancy.

BCHA Disapproval of Owner

The BCHA is prohibited from approving a unit in the following cases:

- The BCHA has been notified by HUD that the owner has been debarred, suspended, or subject to a limited denial of participation by HUD.
- The government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other equal opportunity requirements.
- The owner is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the BCHA determines that approving the unit would provide a reasonable accommodation for a family member who is a person with disabilities.

The BCHA can also disapprove an owner for any of the following reasons:

- The owner has violated obligations under a Housing Assistance Payments Contract.
- The owner has committed fraud, bribery, or any other corrupt or criminal act in a connection with any HUD program.
- The owner has engaged in drug-related or violent criminal activity.

- The owner has a history or practice of noncompliance with Housing Quality Standards for units leased under the program.
- The owner has a history or practice of failing to terminate the leases of tenants of units assisted under the HCV program or any other HUD program for activity by the tenants, household members, or guests that:
 - Threatens the right to peaceful enjoyment of the premises by other residents.
 - Threatens the health or safety of other residents or PHA employees.
 - Threatens the health, safety, or right to peaceful enjoyment of their premises by residents in the immediate vicinity.
 - Is drug-related or violent criminal activity
- The owner has a history or practice of renting units that fail to meet state or local housing codes.
- The owner has not paid state or local real estate taxes, fines, or assessments.

Step 4: Contract and Lease Signed

If the unit meets the program requirements and the tenancy can be approved, the BCHA will enter into a Housing Assistance Payments (HAP) Contract with the owner, and the family will enter into a lease with the owner.

New HAP contracts are effective either the 1st or the 15th of the month. If you wish to allow your tenant to move in outside of these dates, you may certainly do so. However, subsidy will only begin on one of those dates; your tenant will be responsible for the full prorated rent prior to the effective date of the HAP contract.

Step 5: Housing Assistance Payments Made

The BCHA will begin making payments to you after the tenancy has been approved and the Housing Assistance Payments Contract has been signed. The BCHA will send payments via direct deposit on or about the first of the month, as long as the family continues to meet eligibility criteria and as long as the following conditions are met:

- The unit meets Housing Quality Standards
- The tenant is eligible for assistance
- The tenant resides in the unit.
- The owner is in compliance with the contract.

If the BCHA fails to make timely payments, it may be obligated by state or local law to pay a late fee.

Family Payments to Owner

The family is responsible for paying the difference between the BCHA's payment amount and the total rent to owner for the unit. It is the owner's responsibility to collect any portion of the rent payable by the family in the same manner that they would any unassisted tenant.

Chapter 4: Obligations

HUD Required Annual Activities

There are two HUD-required annual activities:

- Recertification of family income and household composition
- Inspection of housing units

Recertification of Family

The BCHA is required to recertify families at least annually. Each family is required to furnish information to the BCHA about total family income, allowable deductions from income, and family composition. If a family's income has increased or decreased, the amount of the family's payment to the owner will change, but the total amount received by the owner from the BCHA and family combined will not be affected.

Changes in Payments

The BCHA will provide advance written notice to the family and to the owner if the family's portion of the rent changes.

On occasion, a family fails to cooperate in the recertification process and, as a result, loses their rental assistance. The BCHA will notify the owner if the family's rental assistance is being terminated. The BCHA will not make a housing assistance payment to the owner for any month after the month in which the family moves out.

Annual/Biennial Inspection of Units

The BCHA must inspect every unit at least biennially (every two years). We will provide advance written notice to the owner and family of the date and time of the annual inspection. Written notice will also be given of the results of the inspection. If the unit does not pass the inspection, a reasonable time will be given to make repairs.

A special inspection may also be scheduled if the BCHA receives notice that a unit may not be in compliance with Housing Quality Standards.

The family is responsible for the repair of any damage beyond normal wear and tear. The family is also responsible for the operation of tenant-supplied appliances and the payment of tenant-supplied utilities.

Abatement of Payments

According to the HAP Contract, the owner is responsible for ensuring that the unit meets Housing Quality Standards during the entire term of the HAP Contract. At any time it is determined that the unit does not meet Housing Quality Standards, the BCHA will notify the owner in writing and provide a reasonable time for repairs.

If the repairs are not made within that time, the BCHA is required to abate (or stop) payments. Although the family will still be responsible for its share of the rent if the BCHA abates payments, the wise owner will monitor the condition of the unit and make repairs promptly.

Voucher Program Rent Increases

After the initial term of the lease, the owner may request to increase the rent with at least 60 days' notice prior to the anniversary date. You must fill out a form available from the BCHA or on our website at

www.berksha.org. The proposed increase must be reasonable, and your lease must allow for rent increases after the initial term. Any increase cannot make the rent greater than that charged for comparable unassisted units.

Other Changes in the Lease

If the tenant and owner agree to any changes in the lease, the changes must be in writing, and the owner must immediately give the BCHA a copy of the changes. Some changes in the lease will not require a new lease or HAP contract. However, the following will all require the owner and tenant to request BCHA approval of a new tenancy:

- Any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances.
- Any changes in the term of the lease.
- Any moves from one unit to another (including moves to a different unit within the same building or complex).

If the BCHA approves the new tenancy under any of these circumstances, a new lease and HAP Contract will be required.

Family Obligations to Owner

The family obligations to the owner are contained in the lease agreement. Families are obligated to pay the rent on time and to take care of the housing unit. Make sure that as part of your tenant selection process, you review the lease agreement with the family carefully. The family is required to pay its portion of the rent to the owner on time and otherwise in accordance with the terms of the lease. Generally, the owner is required to make repairs and provide routine maintenance, but the family bears some responsibility for ensuring that the unit passes the annual Housing Quality Standards inspection.

Utilities: If the family is required to provide any utilities (such as electricity, gas, or water), it must keep them in service. If it fails to do so, the unit will not meet Housing Quality Standards. In that case, the family will be given a short time to get the utilities back into service. If families fail to get the utilities back into service, the HAP contract will be terminated.

Appliances: The family is required to supply and maintain any appliances not provided by the owner (such as refrigerator).

Damages: The family is responsible for repairing any damages to the unit or premises beyond normal wear and tear, even if a guest causes them. If the family does not fulfill its obligations for the repair of damages, as stated in the lease, its assistance may be terminated.

Family Obligations to the BCHA

Families who participate in the Housing Choice Voucher Program are required by HUD to comply with certain family obligations. These obligations are listed below, and are also listed on the Housing Choice Voucher.

Required Information: The family must supply any information that the BCHA or HUD determines is necessary for the administration of the program or for certifying or recertifying a family. This includes evidence of citizenship or eligible immigration status. It also includes information about family income and household composition (the people living in the family's unit).

The family must disclose and verify Social Security numbers and must sign and submit consent forms allowing the BCHA to obtain information.

Truthfulness: Any and all information provided by the family must be true and complete.

HQS Violations: The family is responsible for curing any HQS violations caused by any of its household members or any of their guests.

Unit Inspections: The family must allow the BCHA to inspect the unit at reasonable times and after reasonable notice.

Lease Violations: The family may not commit any serious or repeated violation of the lease.

Moving: The family must notify the owner and the BCHA in writing before moving out of the unit or terminating its lease. The family is eligible to move at the expiration of their lease.

Eviction: The family and/or owner must promptly give the BCHA a copy of any eviction notice it receives from the owner.

Housing Use: The family must use the assisted unit primarily as a residence, and the unit must be the family's only residence.

Family Composition: The BCHA must approve the members of the family. The family must promptly inform the BCHA of the birth, adoption, or court-awarded custody of a child, and it must request both BCHA and owner approval to add any other family member as an occupant of the unit.

Other Household Occupants: A foster child or live-in aide may reside in the unit if the family obtains BCHA approval.

Reduction in Family Size: The family must promptly notify the BCHA if a family member no longer resides in the unit.

Profit-Making Activities: Family members may engage in legal profit-making activities in the unit, but only if such activities are incidental to the primary use of the unit as the family's residence. The lease may contain additional restrictions.

Subleasing: The family may not sublease or sublet the unit.

Assigning or Transferring: The family may not assign the lease or transfer the unit to anyone else.

Absences: The family must supply any information or certification requested by the BCHA for the purpose of verifying that the family is actually living in the unit. It must also promptly notify the BCHA in writing when it intends to be away from the unit for any extended period.

Ownership or Interest: The family may not own or have any ownership interest in the unit.

Corruption: The members of the family may not commit fraud, bribery, or any other corrupt or criminal act in connection with the program.

Crime: The members of the family or guests may not engage in either drug-related or violent criminal activity.

Other Housing Assistance: The members of the family may not receive Section 8/Housing Choice Voucher assistance while receiving another housing subsidy for the same unit or a different unit under any other federal, state, or local housing assistance program.

Alcohol or Substance Abuse: The members of the family may not engage in the illegal use of a controlled substance and may not abuse alcohol in a way that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

Owner and Housing Agency Communication: Since many of these family obligations involve the owner, communication between the BCHA and the owner is vital to the success of the program. For example, if the owner intends to evict the family for serious or repeated violations of the lease, the owner's notice must be clear and complete so that we can determine whether a family obligation has been violated.

Owner Obligations to Family

Nondiscrimination

All rental property owners are subject to federal and local laws that prohibit discrimination in housing because a person has children or because of the person's sex, age, ethnicity, race, color, family status, or disability.

Violations of fair housing and nondiscrimination laws will result in denial or termination of participation in the HCV Program and could result in civil penalties.

It is in your best interest as an owner to utilize the same methods of screening and selection for all renters and to keep complete documentation. At your request, the BCHA will furnish you with additional information pertaining to fair housing requirements.

Reasonable Modifications for Disabilities

An owner cannot discriminate against a disabled family and should be aware of his or her obligation to make reasonable modifications to a rental unit for a disabled family at the family's expense.

If you have, or know of an owner who has units accessible to persons with disabilities, please notify the BCHA.

Owner Obligations to the BCHA

Program Integrity

Most owners who participate in the Housing Choice Voucher Program comply with the program rules and the terms of the HAP Contract, but occasionally some do not. It is always unpleasant when an owner violates the rules and becomes subject to administrative or other more severe sanctions. The BCHA's goal is to prevent any embarrassment or expense that may result from owner violations by making sure that the program rules are clearly understood and complied with.

Common Owner Violations

Failing to Maintain a Unit: The owner is responsible for the normal maintenance and upkeep of a unit. Repairs for which the owner is responsible should be made in a timely manner.

Accepting Payments for a Vacant Unit: If a family moves in violation of its lease, the owner must notify the BCHA immediately.

Demanding or Accepting Side Payments: The BCHA determines the amount a family pays for rent. Thus, the BCHA must approve any additional payments.

Contract Terminations

Link between Contract and Lease

The HAP contract is an agreement between the owner and the BCHA. It runs concurrently with the lease and terminates automatically when the lease terminates.

A HAP contract may also end when a family's income increases to the point that the BCHA's payment to the owner is no longer necessary. The HAP contract terminates automatically 180 calendar days after the last assistance payment is made to the owner.

Breach of Contract

Any of the following actions by the owner will be considered a breach of the HAP contract:

Violating the Terms of Any HAP Contract:

- Failing to fulfill any owner obligations under the HAP contract, including Housing Quality Standards.
- Committing fraud, bribery, or any other corrupt or criminal act involving a federal housing program.
- Failing to comply with or committing fraud, bribery, or any other corrupt or criminal act in connection with a mortgage insured or a loan made by HUD.
- Engaging in any drug-related or violent criminal activity.

Change of Ownership

As a provision of the HAP Contract, the owner may not assign the contract to a new owner without prior written consent of the BCHA. Therefore you must notify us if you put the property on the market for sale.

Chapter 5: Terminations

Termination of Tenancy by Family

The family may terminate tenancy, in accordance with the lease and Tenancy Addendum, at the end of the initial term or at the end of any successive definite term. The family must give the owner and the BCHA notice of termination of tenancy before moving from the unit.

Termination of Tenancy by Owner

During the term of the contract, the owner may terminate tenancy only for:

- Serious or repeated violations of the terms and conditions of the lease, including, but not limited to, failure to pay rent or other amounts due under the lease.
- Violations of federal, state, or local law that impose obligations on the tenant in connection with the use or occupancy of the unit or premises.
- Other good causes, such as the following:
 - Failure by the family to accept the offer of a new or revised lease.
 - Family history of disturbance of neighbors, destruction of property, or living or housekeeping habits resulting in damage to the unit or premises.
 - The owner's desire to use the unit for personal or family use or for nonresidential purposes.
 - Business or economic reasons, such as the sale of the property, renovation of the unit, or a desire to lease the unit at a higher rent.

The owner may not terminate for "good cause" during the initial term of the contract, unless the cause is something that the family did or failed to do. At the end of the initial term or at the end of any successive definite term, the owner may terminate the lease without cause.

Criminal Activity

Cause for termination of tenancy includes any illegal activity that threatens the health, safety, or right to peaceful enjoyment by other residents or persons residing in the immediate vicinity of the premises. It also includes any drug-related or violent criminal activity on or near the premises.

Owner Notice to Terminate Tenancy

In the past landlords have relied on a mutual termination as a way to resolve lease violations. That process only recirculates problem tenants. Therefore, mutual agreements will not be accepted unless as a reasonable accommodation for a family member with a disability, or for other extenuating circumstances. Mutual terminations will be reviewed on an individual basis. For the above reason, the owner may evict a tenant only by instituting a court action. The owner must give the tenant written notice of the grounds for termination of tenancy at or before the commencement of the eviction action. The notice may be included in or combined with any eviction notice the owner gives to the family. The owner must also give a copy of the eviction notice to the BCHA.

Termination of Housing Assistance by Housing Agency

If the BCHA terminates program assistance to a family, the HAP Contract for the family terminates automatically. The BCHA will always provide the owner with advance written notice of termination of assistance. Rental assistance can be terminated if a family fails to fulfill its obligations under the program or if it seriously or repeatedly violates the lease.

Chapter 6: A Final Note

Congratulations! By reading this far, you have wisely invested time in becoming familiar with the Housing Choice Voucher Program. The Housing Choice Voucher Program has served more than one million families nationwide.

Information and cooperation are two key ingredients in developing a rewarding relationship with the BCHA and the family in leasing your rental unit. With the help of this handbook and the HCV program staff, you are sure to become a successful owner in the program.

Successful owners:

- Carefully screen families and select good tenants
- Offer decent, safe, and sanitary units to HCV-participating families
- Prepare the unit for HQS inspection
- Collect rent on time
- Comply with the HAP contract and Tenancy Addendum
- Enforce the lease
- Make prompt repairs to units
- Maintain the quality of units
- Keep units occupied
- Work with the BCHA to resolve problems

We hope that this handbook has answered all your questions, and we hope that you will decide to become one of our participating landlords. By partnering with us and our program participants, you will be directly improving the lives of hardworking families in Berks County.